

**IN Bureau of Motor Vehicles Commission
Vending Machines**

Request for Information: BMVC0001

Release: April 7, 2010

~~Questions Due: April 14, 2010, 3:00 pm~~

~~Responses Due: April 21, 2010, 3:00 pm~~

The deadline for questions has been extended

Questions Due: April 23, 2010, 3:00 pm

The response deadline has been extended

RESPONSES DUE: APRIL 30, 2010, 3:00 pm

SECTION I: INTRODUCTION

Offers are solicited by the Indiana Bureau of Motor Vehicles Commission "BMVC" for services to provide vending machine services at BMVC's license branch locations for a contracted period of one (1) year. This is a pilot project, and may be expanded to include more locations throughout the state in the future. The BMVC intends to sign a contract with one Respondent to fulfill the requirements in this Request for Information (RFI).

A sample state contract is provided with this solicitation.

The criteria used to evaluate responses will include: Revenue sharing to the BMVC, capabilities of the Respondent (including expanded locations), and Service Policies.

Questions concerning the contract or bidding procedures should be directed to the Bureau of Motor Vehicles Director of Contract Management and Procurement, Carol Branstetter at cbranstetter@bmv.in.gov

SECTION 2: SPECIFICATIONS

- 2.1 Duties of Contractor.** The Contractor shall provide the BMVC with vending machines and vending machine services at selected BMVC's license branch locations as set forth in "Attachment A" and pursuant to the terms and conditions set forth below:
- 2.2 Services.** The Contractor shall provide one beverage vending machine to the branch location for the public use. The Contractor shall provide one additional beverage and one snack (non-refrigerated) machine to the branch location for employee use. The BMVC will approve the locations within the branch the machines will be located. In some cases 110 outlets will be available at these locations, in some 110 outlets will not be available.

The Contractor must provide for all wiring needs and/or expenses associated with the provision of wiring.

- 2.3 Capabilities.** Respondent must provide a capabilities statement and a map of the areas, within the State of Indiana, the respondent can provide services.
- 2.4 Schedule of Services.** The Contractor will be responsible for servicing the vending machines on a regularly scheduled basis during each of the Branches' regularly scheduled business hours as set forth in Attachment A. An agreed upon schedule shall be established subject to the approval of the Branch Manager and the Contractor upon contract execution. The Contractor will be responsible for providing emergency service to the branch, and will provide a contact name and number to each Branch Manager.
- 2.5 Refund Mechanism.** The Respondent must provide a refund policy and convenient mechanism to issue refunds to customers. The State will not provide any refund services.
- 2.6 Change.** The BMVC will not provide change for customers.
- 2.7 Vending Machines.** The Respondent must provide machine specifications including size and electrical usage. Respondent should provide a photo of the type of machines to be used with the response (if available). The vending machines must be free of rust and damage, clean, and sanitary. The Contractor must maintain the machines in this condition. Vending machines must accept change and currency. Machines that have credit card capability would be an acceptable option. Vending machines must only dispense beverages in plastic bottles (cans and glass are not acceptable).
- 2.8 Items Offered.** The public vending machine will provide cold, non-alcoholic beverages. The Respondent must provide healthy options within the vending machine products. Healthy beverage options would include, but not be limited to: water and juice. The BMVC will have final approval of items to be included in the machines. The employee machines will provide cold, non-alcoholic beverages and non-refrigerated snacks. The Respondent must provide healthy options within the vending machine products. Healthy beverage options would include, but not be limited to: water and juice. Healthy snack options would include, but not be limited to low fat items. The BMVC will have final approval of items to be included in the machines.
- 2.9 Pricing.** The Respondent must provide pricing information at the time of response to this solicitation. Any price increase during contract term will require prior approval of the BMVC.
- 2.10 Revenue.** This is envisioned to be a revenue generating program for the BMVC. The Respondent must provide a revenue sharing proposal with the response. The Contractor will be required to submit quarterly statements on sales by location. The sales reports may be subject to BMVC audit.
- 2.11 Liability and Indemnification.** The Contractor shall be solely responsible for the machines; their maintenance; their condition; and any damages or injuries to the location or to any person(s), which damages or injuries are attributed to the transport, installation,

placement, operation, use, maintenance, or removal of the machines or the products dispensed by the machines. The BMVC shall not be responsible for any theft or vandalism to the machines, or for the security of the machines. The Contractor shall indemnify the BMVC and hold it harmless from any claims by third-parties that are in any way connected with the transport, installation, placement, operation, use, maintenance, or removal of the machines or the products dispensed by the machines.

- 2.12 Branch Access.** At all times and in all ways pertinent to this Contract, the Contractor shall provide qualified employees, who will wear uniforms and/or have identification that identifies them as the Contractor's employees, in accordance with all applicable laws. The Contractor's employees' identification must be visible at all times, and, the employees must present their employee credentials immediately upon request by any of the BMVCs employees.

The Contractor represents that it maintains comprehensive hiring policies and procedures that include, but are not limited to, background checks based on fingerprints for criminal convictions, and pre-employment drug testing, all to the extent permitted by law. The Contractor further represents that through its hiring policies and procedures, it endeavors to hire the best-qualified candidates with appropriate character, disposition and honesty.

- 2.13** Respondent may provide a sample form contract (if available).

SECTION 3: AWARDING CONTRACT

- 3.1 Notification to Selected Bidder.** The bidder to whom the contract will be awarded will be identified and notified by the Bureau of Motor Vehicles Procurement Section.
- 3.2 Conditions to be Met.** In order for the contract to be properly executed and awarded certain conditions must be met by the Contractor. The following items and information must be completely and accurately supplied to the designated person by the date indicated.

To be submitted to the Contracting Officer within 7 business days of award notification.

3.2.a Insurance - Coverage and Limits – Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$700,000 per occurrence and \$5,000,000 aggregate unless additional coverage is required by the State. The BMVC is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

3.2.b Proof of Worker's Compensation Insurance

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned BMVC representative a certificate of insurance prior to the commencement of this Contract and proof of Workers compensation coverage meeting all statutory requirements of IC 22-3-2. In

addition, proof of an “all states endorsement” covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.